

## EXHIBIT A

UNITED STATES DISTRICT COURT  
FOR THE COMMONWEALTH OF MASSACHUSETTS

CIVIL DOCKET NO.

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George Michael Dowd  
Plaintiff

Vs.

James Dowd  
Defendant

04-11925 NG

**COMPLAINT**

**Plaintiff Demands a Trial by Jury to all Issues at Law & Equity**

1.

The plaintiff, George Michael Dowd resides at 16070 Sixth East, 115 Avenue, Wearsdale, Florida 32195.

2.

The defendant, James Dowd resides at 203 Captain Eames Circle, Waltham, Massachusetts 02452.

3.

George Michael Dowd owned a piece of real estate at 47 Mallard Way, Waltham, Massachusetts.

4.

George Michael Dowd conveyed the parcel of real estate at 47 Mallard Way to James Dowd in good faith, for sufficient consideration with the understanding that James Dowd would compensate George Michael Dowd for a \$30,000 loan James Dowd received pursuant to the property at 47 Mallard Way, Waltham, Massachusetts.

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5.

Accordingly, James Dowd owed George Michael Dowd \$50,000 for monies received from the sale of the real estate at 47 Mallard Way, Waltham, Massachusetts.

6.

In good faith, for sufficient consideration, George Michael Dowd has requested from James Dowd the \$80,000 owed to George Michael Dowd by James Dowd pursuant to their agreement concerning 47 Mallard Way, Waltham, Massachusetts.

7.

James Dowd ignored all the requests by George Michael Dowd for the \$80,000 restitution or monies gained from the breach of a contractual agreement.

8.

James Dowd threatens this father that he will call the police if he comes near him, which is reckless conduct on the part of James Dowd.

9.

James Dowd made a significant amount of monies from the sale of 47 Mallard Way, Waltham, Massachusetts.

**COUNT ONE**

**BREACH OF CONTRACT**

10.

The plaintiff, George Michael Dowd, incorporates by reference paragraphs one through nine.

11.

George Michael Dowd states that he had a binding contractual

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agreement with James Dowd for sufficient consideration, forthwith, James Dowd was to compensate George Michael Dowd with the sum of \$80,000 pursuant to a piece of real estate at 47 Mallard Way, Waltham, Massachusetts. James Dowd made a significant profit from the sale of real estate at 47 Mallard Way, Waltham, Massachusetts.

**COUNT TWO**

**RESTITUTION, QUANTUM MERUIT**

12.

The plaintiff, George Michael Dowd, incorporates by reference paragraphs one through eleven.

13.

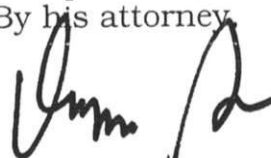
George Michael Dowd petitions this Court to order James Dowd to compensate him with \$80,000 as restitution, quantum Meruit pursuant to their agreement concerning real estate at 47 Mallard Way, Waltham, Massachusetts.

14.

James Dowd was unjustly enriched to the amount of \$80,000 which is owed to George Michael Dowd forthwith.

WHEREFORE, George Michael Dowd demands \$80,000 in damages plus interest, plus costs from James Dowd.

The plaintiff,  
By his attorney



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